

#3690

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
INTERNATIONAL TRADE AND DEVELOPMENT AGENCY, INC.	TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will act as a public relations and trade promotion consultant, and will initiate research, conduct opinion polling, and analyze all available data. The Registrant will advise the foreign principal as to proposed courses of action which tend to increase trade and improve commerce.

The Registrant will arrange meetings with Members of Congress and their staff, as well as key officials in the Executive branch, with the foreign principal, and encourage visits to Taiwan.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant will, when necessary, prepare and disseminate press release in the furtherance of greater trade and economic activity between the Republic of China and the United States.

The Registrant will, when necessary, meet with various governmental, business, trade and professional leaders to discuss possibilities of improved trade relations.

Date of Exhibit B	Name and Title	Signature
June 20, 2008	Lester L. Wolff, President By: Dominic L. Addabbo, Attorney	<i>Lester L. Wolff, Pres</i> <i>by: D. L. Addabbo attorney</i>

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# *International Trade and Development Agency*

2 Split Rock Road  
East Norwich NY 11732-1511

2111 Jefferson Davis Hwy  
Suite 511 S  
Arlington VA 22202

This agreement is to be made on the 1<sup>st</sup> day of May 2008 between the Taipei Economic and Cultural Representative Office in the United States (hereto referred to as "TECRO") and International Trade and Development Agency, Inc (hereto referred to as ITDA, Inc.)

The parties have agreed as follows:

1. ITDA, Inc. agrees to represent TECRO before the U.S. Congress and the U.S. government generally.
2. In the course of its representation of TECRO, ITDA, Inc. agrees that it will act in conformance with all applicable United States laws and regulations.
3. In this connection, ITDA shall furnish TECRO with its analyses and interpretations of political, financial, commercial and sociological developments in the United States and advise TECRO as to actions TECRO may take to further improve relations between the two countries.
4. ITDA is required to send a copy of its monthly activity report to TECRO before the 10<sup>th</sup> day of each subsequent month. All reports, recommendations materials, analyses and other documents ITDA prepares shall become the property of TECRO, and ITDA hereby agree that TECRO may make use thereof, without incurring any obligation for compensation other than as set in the following paragraph. Any reports prepared by ITDA to TECRO shall be considered confidential and not for distribution to any third party. On request, ITDA will deliver all copies, in any form to TECRO.
5. In payment of these services ITDA is to receive an annual retainer of \$175,000 (one hundred seventy five thousand dollars) for the period of May 1, 2007 to April 30, 2008. TECRO will assign ITDA additional assignments on an as needed basis, compensation to be decided upon mutual agreement.
6. This agreement shall be construed in accordance with and governed by the laws of the District of Columbia. Any suit against TECRO arising out of this agreement shall be filed in the United States District Court for the District of Columbia pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. Section 1602 et seq. TECRO does not waive any right it may have to sovereign immunity in that court. Service on TECRO must be made pursuant to 28 U.S.C. Section 1608 (a) and (b), during the term of this agreement.
7. The Firm agrees to promptly notify TECRO if it decides to represent the government of the People's Republic of China (PRC), that is, the state itself, or any subdivision or agency or instrumentality thereof, as those terms are defined in 28 U.S.C. 1603 (a) and (b), during the term of this agreement.
8. Either party may terminate this contract on 60 days written notice for any reason.

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## *International Trade and Development Agency*

As part of this agreement and included in the annual retainer of \$185,000, ITDA agrees to employ the services of Richard Swett as Public Relations Counsel at an annual fee, including taxes and expenses, of \$78,000 (Seventy Eight Thousand U.S. Dollars)

IN WITNESS THEREOF:

*Taipei Economic and Cultural  
Representative Office*

By: 

Representative TECRO

Date: 05-03-08

*International Trade and  
Development Agency Inc*

By: 

Lester L. Wolff

ITDA President

Date